

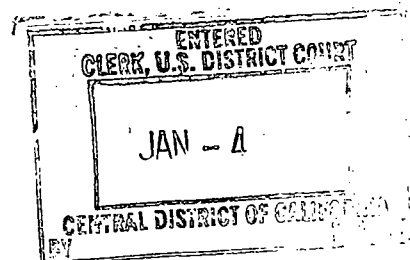
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2 FREDERICK M. BROSIO, JR.
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6 312 North Spring Street
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8 Attorneys for Plaintiff

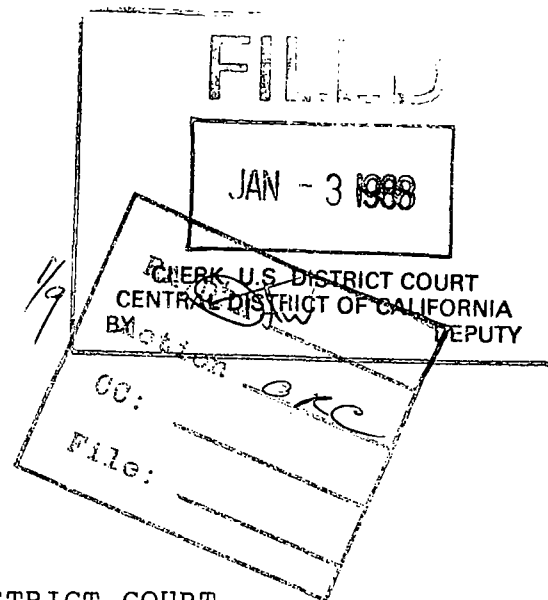
9 UNITED STATES DISTRICT COURT

10 FOR THE CENTRAL DISTRICT OF CALIFORNIA

11 UNITED STATES OF AMERICA,) NO CV. 86-2750-JMI(Tx)
12 Plaintiff,) CONSENT DECREE
13 v.)
14 GREENECASTLE, INC.,)
FRANK J. STANKEVICH, SR.,)
15 and BASF CORPORATION,)
INMONT DIVISION,)
16 Defendants.)
17



18
19 WHEREAS, the United States of America ("United States" or
20 "Plaintiff"), on behalf of the Administrator of the United States
21 Environmental Protection Agency ("EPA"), filed the Complaint in
22 this action on April 30, 1986, against Greenecastle, Inc.
23 ("Greenecastle"), pursuant to Section 107 of the Comprehensive
24 Environmental Response, Compensation, and Liability Act
25 ("CERCLA"), 42 U.S.C. § 9607, as amended, to recover costs
26 incurred by the United States in responding to alleged releases or
27 threatened releases of hazardous substances at the Greenecastle,
28 Inc. facility located in Norwalk, Los Angeles County, California;



1 WHEREAS, the United States, on behalf of EPA, filed a First
2 Amended Complaint on May 12, 1987 naming BASF Corporation, ^{Coatings & Inks Division (formerly} Inmont
3 Division ("Inmont")) as an additional defendant;

4 WHEREAS, the United States and Greenecastle and Inmont
5 hereby agree to the making and entry of this Consent Decree
6 without any admission of liability or fault;

7 WHEREAS, the United States and Greenecastle and Inmont are
8 mutually desirous of settling the United States' claims and agree
9 that entry of this Consent Decree is intended to avoid further
10 expensive and protracted litigation, that the Consent Decree is
11 made in good faith and that settlement is in the public interest;

12 NOW, THEREFORE, before adjudication of the merits of this
13 case, it is hereby ORDERED, ADJUDGED and DECREED as follows:

14
15 I. JURISDICTION

16 1. This court has jurisdiction over the subject matter of
17 this action and has personal jurisdiction over the parties to this
18 action pursuant to 28 U.S.C. §§ 1331, 1345, 1355, and 42 U.S.C.
19 §§ 9607(a), and 9613(b). The Complaint and First Amended
20 Complaint of the United States state a claim upon which relief may
21 be granted. The parties hereto agree to be bound by the terms of
22 this Consent Decree and not to contest its validity in any
23 subsequent proceeding arising from it.

24
25 II. PARTIES BOUND

26 This Consent Decree shall be binding upon Settling
27 Defendants, their successors and assigns, and upon the United
28 States on behalf of EPA. Each undersigned representative of

1 Settling Defendants certifies that he or she is fully authorized
2 to enter into and execute this Consent Decree, and to bind
3 Settling Defendants to this Decree.

4
5 III. DEFINITIONS

6 Certain terms used in this Consent Decree are defined as
7 follows:

8 A. "Greenecastle Facility" or "Greenecastle Site" or "Site"
9 means the approximately one (1) acre recreational vehicle parking
10 lot located at 14010 Gracebee Avenue, Norwalk, Los Angeles County,
11 California;

12 B. "Response Costs" means all cleanup costs, including
13 administrative, investigative, and legal expenses (including
14 attorney's fees) and prejudgment interest, alleged to have been
15 incurred by the United States in connection with the Greenecastle
16 Site pursuant to CERCLA, up to and including the date of entry of
17 this Consent Decree;

18 C. "Settling Defendants" collectively refers to
19 Greenecastle, Inc. ("Greenecastle") and BASF Corporation, Inmont
20 Division ("Inmont");

21 D. Terms not otherwise defined herein shall have their
22 ordinary meaning unless defined in 42 U.S.C. § 9601, in which case
23 the definition in § 9601 shall control.

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IV. REIMBURSEMENT OF RESPONSE COSTS

A. On the date on which this Decree is lodged with the Court, Greenecastle shall deliver to the United States a certified or cashier's check in the sum of Sixty Thousand Dollars (\$60,000.00).

B. On the date on which this Decree is lodged with the Court, Inmont shall deliver to the United States a certified or cashier's check in the sum of One Hundred Ninety-Four Thousand Dollars (\$194,000.00).

C. The payments required under Paragraphs A and B above shall be made payable to the "EPA Hazardous Substance Superfund" and shall be delivered to: Robert C. Bonner, United States Attorney, 312 North Spring Street, Los Angeles, California 90012. The payment shall make reference to United States v. Greenecastle et al., CV 86-2750-JMI(Tx) (C.D. Cal.), Department of Justice File No. 8602564, EPA Site No. 9T55, and shall contain the name and complete address of the paying Defendant. At the time of transmittal, each Defendant shall send copies of the check and transmittal letter to:

Nancy J. Marvel
Regional Counsel, Region IX
United States Environmental Protection Agency
215 Fremont Street
San Francisco, California 94105

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1 David T. Buente
2 Chief, Environmental Enforcement Section
3 Land and Natural Resources Division
4 U.S. Department of Justice
5 Washington, D.C. 20530
6

7 The checks delivered pursuant to Paragraphs A and B shall be
8 held by the United States Attorney's Office until the Consent
9 Decree is entered by the Court. Upon entry of the Consent Decree,
10 the checks shall be sent by the United States Attorney's Office to
11 the United States Environmental Protection Agency-Superfund, P.O.
12 Box 371003M, Pittsburgh, Pennsylvania 14251 for deposit in the
13 Hazardous Substance Superfund.

14 V. COVENANT NOT TO SUE/REMOVAL OF LIEN

15 A. In consideration of Settling Defendants' payments as
16 provided in Section IV above, and upon such payments being timely
17 made, the United States covenants not to sue, execute judgment, or
18 take any other civil judicial action or civil administrative
19 action on behalf of EPA against the Settling Defendants for
20 Response Costs, as defined in Section III.B of this Decree. The
21 United States further agrees that upon full payment of all sums
22 that Greencastle and Inmont are required to pay herein, the
23 United States shall cause to be recorded in the Los Angeles County
24 Recorder's Office the necessary documentation to release the Lien,
25 dated February 12, 1988 and recorded on February 19, 1988 as
26 instrument number 88-229527, Official Records of the County of Los
27 Angeles.

28 ////

1 B. Nothing in this Consent Decree is intended as a covenant
2 not to sue or a release from liability from any person or entity
3 not a signatory to this Decree. The United States expressly
4 reserves all claims, demands, and causes of action, either
5 judicial or administrative, past or future, in law or in equity,
6 against any person or entity not a party to this Decree for any
7 matter arising, or that has arisen, at the Greenecastle Facility.

8 C. The terms of this Consent Decree shall not inure to the
9 benefit of, nor be enforceable by, any person or entity not a
10 signatory hereto. Settling Defendants reserve all common law and
11 statutory rights against entities not a party to this Decree,
12 including but not limited to rights of contribution or
13 indemnification.

14 VI. WAIVER OF CLAIMS

15 In consideration of the entry of this Decree, Settling
16 Defendants agree not to make any claims against the Hazardous
17 Substance Superfund established by CERCLA Section 517, 26 U.S.C.
18 § 9507, including any claim pursuant to Sections 111 and 112 of
19 CERCLA, 42 U.S.C. §§ 9611 and 9612, or any other provisions of
20 law, directly or indirectly, for Response Costs or for attorneys
21 fees related to this action and this Consent Decree.

22 VII. RESERVATION OF RIGHTS

23 A. The United States reserves all claims, demands and
24 causes of action, past or future, judicial or administrative, in
25 law or equity, that it may have or which may yet accrue against
26 Settling Defendants with respect to claims not specifically
27 alleged in the Complaint or First Amended Complaint in this
28 action. All claims or defenses which the Plaintiff or Defendants

1 may have against any other person or entity not a party to this
2 Consent Decree, including but no limited to, claims for indemnity
3 or contribution pursuant to § 113(f) of CERCLA, are expressly
4 reserved. Nothing contained herein shall in any way limit or
5 restrict the response authorities of the United States under
6 applicable law, including, but not limited to, Sections 104 and
7 106 of CERCLA, 42 U.S.C. § 9604 and 9606, or the ability to
8 recover, pursuant to Section 107 of CERCLA or other applicable
9 law, future response costs.


10 B. Nothing contained in this Decree shall be construed to
11 limit the right of the Plaintiff to take legal or administrative
12 action to enforce the federal environmental laws.

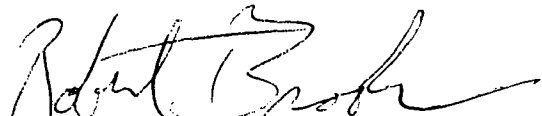
13 VIII. MODIFICATION

14 There shall be no modification of this Consent Decree except
15 by written agreement of the parties and approval by the Court.
16 This Consent Decree represents final judgment in this action under
17 Rule 54 of the Federal Rules of Civil Procedure, and this Court
18 retains jurisdiction over this Decree to enforce, construe,
19 implement, modify, terminate, or reinstate the terms of the
20 Decree, or to provide any further relief as the interests of
21 justice may require, consistent with this Decree.


22
23 FOR THE PLAINTIFF:

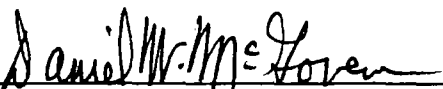
24 UNITED STATES OF AMERICA

25 
26 _____
27 Roger J. Marzulla
28 Assistant Attorney General
Land and Natural Resources Division
U.S. Department of Justice

1 
2
3 Robert Brook
4 Trial Attorney
5 Environmental Enforcement Section
6 Land and Natural Resources Division
7 U.S. Department of Justice

8 Robert C. Bonner
9 United States Attorney

10 
11 Diane Bardsley
12 Assistant United States Attorney
13 Central District of California
14 Los Angeles, California

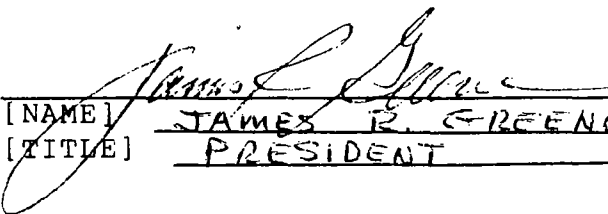
15 
16 Daniel W. McGovern
17 Regional Administrator
18 Region IX
19 U.S. Environmental Protection Agency

20 OF COUNSEL:

21 JEAN RICE
22 CAROLYN TILLMAN
23 U.S. Environmental Protection Agency

24 FOR DEFENDANTS:

25 GREENECastle, INC.

26 
27 [NAME] JAMES R. GREENE
28 [TITLE] PRESIDENT

Coatings & Inks Division (Formerly
BASF CORPORATION, INMONT DIVISION)

9/12/88
[NAME] Philip R. Arvidson
[TITLE] VICE PRESIDENT

APPROVED AND ENTERED THIS 30th DAY OF December, 1988.

15/ James M. Ideman
United States District Judge
Central District of California

CERTIFICATE OF SERVICE BY MAIL

I, DINA L. HOLLEY, declare:

That I am a citizen of the United States and resident or employed in Los Angeles County, California; that my business address is Office of United States Attorney, United States Courthouse, 312 North Spring Street, Los Angeles, California 90012; that I am over the age of eighteen years, and am not a party to the above-entitled action;

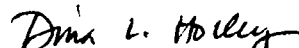
That I am employed by the United States Attorney for the Central District of California who is a member of the Bar of the United States District Court for the Central District of California, at whose direction the service by mail described in this Certificate was made; that on December 29, 1988, I deposited in the United States mails in the United States Courthouse at 312 North Spring Street, Los Angeles, California, in the above-entitled action, in an envelope bearing the requisite postage, a copy of: CONSENT DECREE

addressed to: DAVID T. PETERSON, Esq.	GREGORY R. McCLINTOCK, Esq.
Hill, Wynne, Troop & Meisinger	STEVEN G. WESTON, Esq.
10940 Wilshire Blvd.	444 South Flower Street
Los Angeles, CA 90024	5th Floor
	Los Angeles, CA 90071

at ~~his~~ last known address, at which place there is a delivery service by United States mail.

This Certificate is executed on December 29, 1988, at Los Angeles, California.

I certify under penalty of perjury that the foregoing is true and correct.


DINA L. HOLLEY